

I Mina'trentai Singko Na Liheslaturan Guåhan
BILL STATUS

BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CMTE REFERRED	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	FISCAL NOTES	NOTES
214-35 (LS)	Mary Camacho Torres	AN ACT TO ADD A NEW ARTICLE 5 TO CHAPTER 48, TITLE 21 OF THE GUAM CODE ANNOTATED, RELATIVE TO PROVIDING LEASE PROTECTIONS FOR TENANTS WHO ARE VICTIMS OF FAMILY VIOLENCE, SEXUAL ASSAULT, OR STALKING; AND TO FURTHER CITING THIS ACT AS THE "GUAM SAFE HOUSING ACT OF 2019."	10/2/19 2:20 p.m.						

I MINA'TRENTAI SINGKO NA LIHESLATURAN GUÅHAN
2019 (FIRST) Regular Session

Bill No. 214-35 (LS)

Introduced by:

Mary Camacho Torres *MC*

AN ACT TO ADD A NEW ARTICLE 5 TO CHAPTER 48, TITLE 21 OF THE GUAM CODE ANNOTATED, RELATIVE TO PROVIDING LEASE PROTECTIONS FOR TENANTS WHO ARE VICTIMS OF FAMILY VIOLENCE, SEXUAL ASSAULT, OR STALKING; AND TO FURTHER CITING THIS ACT AS THE “GUAM SAFE HOUSING ACT OF 2019.”

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds that acts of family violence, sexual assault, and stalking remain significant problems on Guam—with a devastating impact to individual victims, their families, and the entire island community.

I Liheslaturan Guåhan finds that family violence was the second highest offense charged overall in the Superior Court of Guam in 2018 and that three hundred seventy-seven (377) cases of family violence were filed by the Prosecution Division of the Office of the Attorney General in Fiscal Year 2018 alone. *I Liheslaturan Guåhan* further finds that Guam has the second highest number of sexual assaults per capita in the nation with sixty-four (64) reported rapes per one hundred thousand (100,000) people (National Organization of Asians and Pacific Islanders Ending Sexual Violence). Additionally, *I Liheslaturan Guåhan* finds that sixty one percent (61%) of female victims and forty four percent (44%) of male

2019 OCT -2 PM 2:20

1 victims are stalked by someone who has been an intimate partner in their lives
2 (National Center for Victims of Crime).

3 *I Liheslaturan Guåhan* finds that it is a legitimate government interest to
4 address obstacles that victims of violence may face in accessing and maintaining
5 safe housing. *I Liheslaturan Guåhan* recognizes that victims may be trapped in an
6 abusive relationship or forced to stay in an unsafe living environment due to the
7 terms of their residential lease agreement. Without access to safe housing, these
8 victims are more likely to remain in or return to abusive or dangerous situations.
9 Moreover, *I Liheslaturan Guåhan* recognizes that these individuals risk being
10 revictimized if other landlords refuse to enter into a lease agreement with them
11 because of their history as a victim. While *I Liheslaturan Guåhan* acknowledges that
12 most landlords would do what they can for victims of family violence, *I Liheslaturan*
13 *Guåhan* finds that many states are, nonetheless, in the process of adopting or
14 amending clear legal protections for victims of these crimes.

15 *I Liheslaturan Guåhan* finds that since 2010, there has been a major increase
16 in state and local jurisdictions enacting and implementing a variety of housing
17 protections for victims of violence (National Housing Law Project). Currently,
18 twenty-seven (27) states have early lease termination laws for survivors while
19 twenty-four (24) states and localities have eviction defense laws for survivors.
20 Moreover, forty-four (44) states and localities have laws pertaining to confidentiality
21 of housing records and documentation of victims.

22 By this Act, *I Liheslaturan Guåhan* therefore intends to increase safe housing
23 for victims of family violence, sexual assault, and stalking by providing early
24 termination of a residential lease agreement, as well as protection against
25 discrimination, retaliation, eviction, and disclosure.

26 **Section 2.** A new Article 5 is hereby *added* to Title 21 of Guam Code
27 Annotated, to read as follows:

1 **“ARTICLE 5**
2 **GUAM SAFE HOUSING ACT**
3

4 **§ 48501. Early Termination of Rental Agreement.**

5 **§ 48502. Protection against Eviction and Liability.**

6 **§ 48503. Discrimination and Retaliation against Tenant Prohibited.**

7 **§ 48504. Disclosure Prohibited.**

8 **§ 48504. False Notice and Protection of Action Taken in Good Faith**
9

10 **§ 48501. Early Termination of Rental Agreement.**

11 (a) If a tenant to a residential rental agreement or lease agreement notifies
12 the landlord in writing that he or she is the victim of family violence, sexual assault,
13 or stalking as defined under Guam law, and provides to the landlord evidence as
14 defined in § 48501(b), and the tenant seeks to vacate the premises due to fear of
15 imminent danger for self or children because of family violence, sexual assault, or
16 stalking, then the tenant may terminate the residential rental agreement or lease
17 agreement and vacate the premises without further obligation except as otherwise
18 provided in § 48501(c).

19 (b) For the purposes of this Act, evidence that a tenant is a victim of family
20 violence, sexual assault, or stalking, may be provided to his or her landlord in the
21 form of:

22 (1) a police report written within the prior thirty (30) days;

23 (2) a restraining or protective order; or

24 (3) a statement written within the prior thirty (30) days from a
25 licensed medical professional who has examined or consulted with the victim,
26 which written statement confirms such fact.

1 (c) If a tenant to a residential rental agreement or lease agreement
2 terminates the residential rental agreement or lease agreement and vacates the
3 premises pursuant to § 48501(a), then the tenant shall be responsible for one (1)
4 month's rent following vacation of the premises, which amount shall be due and
5 payable to the landlord within ninety (90) days after the tenant vacates the premises.
6 Following this payment, the tenant shall be released from any rent payment
7 obligation under the residential rental or lease agreement without penalty.

8 (1) The landlord shall not be obligated to refund the security deposit
9 to the tenant until such time as the tenant has paid the one (1) month's rent
10 pursuant to this section.

11 (2) This provision shall not affect a tenant's liability for delinquent,
12 unpaid rent, or other amounts owed to the landlord prior to the tenant's
13 notification that he or she is a victim of family violence, sexual assault, or
14 stalking.

15 (d) Nothing in this Section relieves a tenant, other than the tenant who is a
16 victim of family violence, sexual assault, or stalking from his or her obligations
17 under the residential rental agreement or lease agreement.

18 **§ 48502. Protection against Eviction and Liability.**

19 (a) A victim under this Act shall not be evicted based on an incident or
20 incidents of actual or threatened family violence, sexual assault, or stalking
21 occurring at the premises.

22 (b) A victim under this Act shall not be held liable for damage to the
23 property related to an incident or incidents of actual or threatened family violence,
24 sexual assault, or stalking beyond the value of the victim's security deposit, as long
25 as the alleged perpetrator is a tenant and the victim provides written notice of the
26 damage and documentation required pursuant to § 48501(a), within thirty (30) days
27 of the occurrence of the damage.

1 (c) Nothing in this Section prohibits a landlord from evicting a tenant for
2 reasons unrelated to family violence, sexual assault, or stalking.

3 (d) Nothing in this Section prohibits a landlord from instituting a forcible
4 entry and detainer action against the tenant of the premises who perpetuated the
5 family violence, sexual assault, or stalking or obtaining a criminal no trespass order
6 against a non-tenant who perpetuates such violence or abuse at the premises.

7 (e) Nothing in this Section limits the rights of a landlord to hold a perpetrator
8 of the family violence, sexual assault, or stalking liable for damage to the property.

9 **§ 48503. Discrimination and Retaliation against Tenant Prohibited.**

10 (a) A landlord shall not terminate a lease, refuse to renew a lease, refuse to
11 enter into a lease, or retaliate against a tenant solely because a tenant, an applicant,
12 or an individual who is a member of the tenant's or applicant's household is the
13 victim of family violence, sexual assault, or stalking.

14 (b) A landlord shall not refuse to enter into a lease with an applicant or
15 retaliate against a tenant solely because the tenant, the applicant, or an individual
16 who is a member of the tenant's or applicant's household has terminated a residential
17 rental or lease agreement under § 48501 of this Act.

18 **§ 48504. Disclosure Prohibited.**

19 (a) (1) A landlord shall not disclose any information provided by a tenant
20 under this Act to a third party unless the disclosure satisfies any one of the following:

21 (A) The tenant consents in writing to the disclosure; or

22 (B) The disclosure is required by law or order of the court.

23 (2) A landlord's communication to the third party that provided
24 evidence under § 48501(b), to verify the contents of that documentation is not
25 disclosure for purposes of this Section.

26 **§ 48505. False Notice and Protection of Action Taken in Good Faith**

1 (a) If a tenant knowingly submits false notice or accompanying
2 documentation to a landlord as evidence to be released from the residential rental or
3 lease agreement under this Act, the landlord may recover an amount equal to three
4 (3) months periodic rent or threefold actual damages, whichever is greater, plus costs
5 and reasonable attorney's fees.

6 (b) The person who committed family violence, sexual assault, or stalking
7 against the tenant shall not be entitled to any damages or other relief against the
8 landlord or tenant who complies with the provisions of this Act in good faith."

9 **Section 3. Application.** This Act shall apply to all residential real estate
10 rental or lease agreements on Guam, and to any renewals, modifications, or
11 extensions of such agreements upon enactment. The provisions of this Act shall not
12 be waived or modified by the agreement of the parties under any circumstances.

13 **Section 4. Severability.** If any provision of this Act or its application to
14 any person or circumstance is held invalid, the invalidity does not affect other
15 provisions or applications of this Act which can be given effect without the invalid
16 provision or application, and to this end the provisions of this Act are severable.